

## Staff Summary Report



Council Meeting Date: 07/22/08

Agenda Item Number: \_\_\_\_\_

**SUBJECT:** Request approval of an engineering services contract with Wilson Engineers for modifications to the odor control system at the Kyrene Water Reclamation Plant.

**DOCUMENT NAME:** 20080722PWDR09 KYRENE WATER RECLAMATION PLANT (0812-02) **PROJECT NO. 3202882**

**SUPPORTING DOCS:** Yes.

**COMMENTS:** Total amount of the contract is \$44,900.

**PREPARED BY:** Donna Rygiel, Engineering Contract Administrator (x8520)

**REVIEWED BY:** Andy Goh, Deputy PW Manager/City Engineer (x8896)

**APPROVED BY:** Glenn Kephart, Public Works Manager (x8205)

**LEGAL REVIEW BY:** Teresa Voss, Assistant City Attorney (x8814)

**FISCAL NOTE:** Sufficient funds are available in Capital Improvement Fund No. 3202882.

**RECOMMENDATION:** Approve contract in the amount of \$44,900.

**ADDITIONAL INFO:** The expected modifications to the Kyrene Water Reclamation Plant will improve the existing odor control system in the screen building. The channel conveying raw wastewater to the influent screens will be covered and additional piping will be added to the existing odor control system which will reduce the potential for the accumulation of sewer gasses within the headworks building. A permanent ladder and exit hatch will also be added to the plant's underground aeration piping gallery to provide an additional means of operator egress.

Staff negotiated the fee and consider it reasonable for the scope of services. Wilson Engineers was selected from the department's consultant on-call list pursuant to A.R.S. § 41-2578.

CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT  
DIVISION OF ENGINEERING

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract is made and entered into on the 22nd day of July, 2008, by and between the City of Tempe, an Arizona municipal corporation ("City") and Wilson Engineers, an Arizona limited liability company ("Consultant").

The City engages the Consultant to perform professional services for a project known and described as KYRENE WATER RECLAMATION PLANT SAFETY IMPROVEMENTS, Project No. 3202882 ("Project").

**1. SERVICES OF THE CONSULTANT**

The Consultant shall perform the following professional services to City in conformance with applicable professional standards and in accordance with the degree of care and skill that a registered professional in Arizona would exercise under similar conditions. Consultant's services shall include the following:

- 1.1. The Consultant shall provide design services and engineering services, as described in Exhibit "A" attached.
- 1.2. The Consultant has assigned Uday K. Gandhe as the Project Manager for this Contract. Prior written approval by the City is required in the event the Consultant needs to change the Project Manager. The Consultant shall submit the qualifications of the proposed substituted personnel to the City for approval prior to any substitution or change.
- 1.3. The Consultant shall prepare and submit a detailed opinion of probable cost of the project.
- 1.4. The Consultant shall follow and comply with the Public Improvement Project Guide as directed by the City.
- 1.5. The Consultant shall prepare plans and technical specifications per the requirements of the applicable chapters of the City's Engineering Design Criteria Manual, latest revision, and the Maricopa Association of Governments (MAG) Uniform Standard Details for Public Works Construction as amended by the City. All plans shall be prepared on CAD as required by the City. Final plans shall be submitted on 3 ml double matte black line mylar and shall be 24" x 36" in size.
- 1.6. The Consultant shall submit all final construction documents in both hard copy and electronic format. Plans shall be MicroStation or AutoCAD compatible and

all other documents shall be Microsoft Office compatible. The software version used shall be compatible to current City standards. Other support documents, for example, structural calculations, drainage reports and geotechnical reports, shall be submitted in hard copy only.

- 1.7. The Consultant shall obtain all necessary permits required for the performance of its work. Failure of Consultant to obtain said permits prior to the commencement of its work shall constitute a default of this Contract.
- 1.8. The Consultant shall perform the work in a manner and at times which do not impede or delay the City's operations and/or functions.
- 1.9. The Consultant shall be solely responsible for any repair, replacement, remediation and/or clean-up of any damage done by Consultant including any impairment of access to City or other lawful invitees, by such work performed on this Project.

## **2. PERIOD OF SERVICE**

The Consultant shall complete all services within 360 calendar days of the "Notice to Proceed" date, which shall be issued by the City. In the event delays are experienced beyond the control of the Consultant, period of service may be revised as approved by the City in its sole discretion.

## **3. CONSULTANT'S COMPENSATION**

- 3.1. The method of payment for this Contract is payment by installments. Total compensation for the services performed shall not exceed \$44,900.00, unless otherwise authorized by the City. This fee includes the sum of \$25,460.00 for design services and permitting; an amount not to exceed \$16,690.00 for construction coordination services based on hourly rates established in the attached Exhibit "A"; and an allowance of \$2,750.00 for reimbursable expenses, which in no event will ever be more than actual cost.
- 3.2. The City shall pay the Consultant in installments based upon monthly progress reports and detailed invoices submitted by the Consultant subject to the following limitations:
  - 3.2.1. Prior to approval of the preliminary design 90% plans, payments to the Consultant shall not exceed 40% of the total Contract amount.
  - 3.2.2. Prior to approval of the final design documents, payments to the Consultant shall not exceed 56% of the total Contract amount. The final approval and payment will be made within a reasonable period of time regardless of the project construction schedule.
  - 3.2.3. Payment for reimbursable expenses shall be made during all phases based on actual expenses.

- 3.3. The City at its discretion may, by written notification, waive the above limitations.
- 3.4. The City shall make payments to the Consultant within thirty (30) days after receipt of the progress report and detailed invoice.

#### **4. THE CITY'S RESPONSIBILITIES**

- 4.1. The City shall designate a project manager during the term of this Contract. The project manager has the authority to administer this Contract and shall monitor compliance with all terms and conditions stated herein. All requests for information from or a decision by the City on any aspect of the work shall be directed to the project manager.
- 4.2. The City shall review submittals by the Consultant and provide a prompt response to questions and rendering of decisions pertaining thereto, to minimize delay in the progress of the Consultant's work. The City will keep the Consultant advised concerning the progress of the City's review of the work. The Consultant agrees that the City's inspection, review, acceptance or approval of Consultant's work shall not relieve Consultant of its responsibility for errors or omissions of the Consultant or its subconsultant(s).
- 4.3. Unless included in the Consultant's services as identified in Section 1, the City may elect but is not required to furnish the Consultant, the following information or services for this Project, upon reasonable request:
  - 4.3.1. One copy of its maps, records, laboratory tests, survey ties, and benchmarks, or other data pertinent to the services. However, the Consultant shall be solely responsible for searching the records and requesting specific drawings or information and independently verifying said information.
  - 4.3.2. Available City data relative to policies, regulations, standards, criteria, studies, etc., relevant to the Project.
  - 4.3.3. When required, title searches, legal descriptions, detailed ALTA Surveys, and environmental assessments.

#### **5. TERMINATION AND DEFAULT**

- 5.1. The City shall be entitled to terminate this Contract at any time, in its discretion. In addition, the City may terminate this Contract for default, non-performance, breach or convenience, or abandon any portion of the Project for which services have not been fully or properly performed by the Consultant. Termination shall be commenced by delivery of written notice delivered to Consultant, personally or by certified mail, at 9633 S. 48<sup>th</sup> Street, Suite 290, Phoenix, AZ 85044-5658.

Termination shall be effective upon fourteen (14) days of delivery of notice to Consultant. In addition, this Contract may be terminated pursuant to A.R.S. § 38-511.

- 5.2. Upon the occurrence of Consultant's default, non-performance or breach of the Contract, City may recover any and all damages permitted by law or in equity against Consultant, in addition to termination of the Contract, including but not limited to compensatory damages, together with all costs and expenses as set forth in Section 12 herein.
- 5.3. Immediately after receiving such notice, the Consultant shall discontinue performance under this Contract and proceed to close said operations under this Contract. The Consultant shall appraise the services it has completed and submit a detailed appraisal to the City for evaluation. The City shall have the right to inspect the Consultant's work to analyze and appraise the services completed. Payment to Consultant shall be determined by City upon approval or disapproval of the services completed as of the date of delivery of a notice of termination.
- 5.4. Within ten (10) days of receipt of a notice of termination as set forth herein, the Consultant shall deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Consultant under the Contract, entirely or partially completed, together with all unused materials supplied by the City.
- 5.5. In the event of such termination or abandonment, the Consultant shall be paid only for those services performed in a good and workmanlike manner, in accordance with all plans, specifications and governmental requirements and completed prior to receipt of said notice of termination, subject to approval by City. Such payment may include reimbursable expenses then incurred by Consultant, in City's sole discretion.
- 5.6. If the remuneration scheduled hereunder is based upon a fixed fee or definitely ascertainable sum, the portion of such sum payable shall be proportionate to the percentage of services completed by the Consultant as approved by the City based upon the scope of work set forth in Exhibit "A", as determined by the City. However, in no event shall the fee exceed that set forth in Section 3 of this Contract.
- 5.7. The City shall make a determination as to approval or denial of any requested final payment within sixty (60) days after the Consultant has delivered the last of the completed items and the final fee has been submitted to the City.

## **6. INSURANCE**

Without limiting any obligations or liabilities, the Consultant, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise

approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

6.1. General Clauses

- 6.1.1. Additional Insured. The insurance coverage, except workers' compensation and professional liability, required by this Contract, shall name the City, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the Consultant shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the City or its employees shall be excess coverage, and not contributory coverage to that provided by the Consultant.
- 6.1.2. Coverage Term. All insurance required herein shall be maintained in full force and effect until services required to be performed under the terms of this Contract are satisfactorily completed and formally accepted; failure to do so shall constitute a material breach of this Contract.
- 6.1.3. Primary Coverage. The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self insurance maintained by the City shall be in excess of the Consultant's insurance and shall not contribute to it.
- 6.1.4. Claim Reporting. Consultant shall not fail to comply with the claim reporting provisions of the policies or cause any breach of a policy warranty that would affect coverage afforded under the policy to protect the City.
- 6.1.5. Waiver. The policies for workers' compensation and general liability shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the Consultant.
- 6.1.6. Deductible/Retention. The policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for deductible or self-insured retentions and the City may require the Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.1.7. Policies and Endorsements. The City reserves the right to request and to receive, within ten (10) working days, information on any or all of the

above policies or endorsements.

6.1.8. Certificates of Insurance. Prior to commencing services under this Contract, Consultant shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract by referencing the project number and/or project name and shall provide for not less than thirty (30) days advance written notice by certified mail to City of cancellation or termination of insurance.

6.1.9. Subconsultants/Contractors. Consultant shall include all subconsultants and subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subconsultant and subcontractor.

6.2. Workers' Compensation. The Consultant shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case services under this Contract are subcontracted, the Consultant shall require all subconsultant(s) to provide workers' compensation and employer's liability to at least the same extent as provided by the Consultant.

6.3. Automobile Liability. The Consultant shall carry commercial/business automobile liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000 each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant services. Coverage will be at least as broad as coverage Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

6.4. Commercial General Liability. The Consultant shall carry commercial general liability insurance with a combined single limit of not less than \$1,000,000. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the services as evidenced by annual certificates of insurance.

Such policy shall contain a “severability of interests” provision (also known as “cross liability” and “separation of insured”).

- 6.5. Professional Liability. The Consultant retained by the City to provide the engineering services required by the Contract will maintain professional liability insurance covering errors and omissions arising out of the services performed by the Consultant or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims, or 10% of the construction budget, whichever is larger. In the event the insurance policy is written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of services as evidenced by annual certificates of insurance.
- 6.6. Property Coverage – Valuable Papers. The Consultant shall carry property coverage on all-risk, replacement cost, agreed amount form with valuable papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the Consultant used in the completion of this Contract.

## **7. HEALTH INSURANCE REQUIREMENTS**

- 7.1. Consultant must certify that it has or will offer health insurance to all eligible employees working on services set forth in this Contract prior to the performance of any work or services. An affidavit certifying such offering must be signed in a form approved by the City. All required health insurance must be maintained during the entire time of the Contract with the City. Health insurance pursuant to this Section 7 is not required for temporary employees or students working part-time who are enrolled in a recognized educational institution.
- 7.2. The health insurance requirements herein shall apply to all of Consultant’s eligible employees directly involved with the services set forth in this Contract, including support and administrative personnel.
- 7.3. Any and all complaints concerning violations of the health insurance requirements shall be filed, in writing, with the City’s Public Works Department, within thirty (30) days from discovery of a potential violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.
- 7.4. Penalties for failing to comply with this Section 7 include, but are not limited to the following: Consultant may be barred from bidding on, or entering into any Public Works contract with the City for a period of three (3) years from the execution of the



contract.

- 7.5. All Consultants subject to the health insurance requirements shall post in English, notice of the health insurance requirements at their office and at the job site.

## **8. WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES**

- 8.1. Consultant shall ensure that all the results and proceeds of Consultant's and any and all work on any projects, including that of all agents, employees, officers, and contractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason, such results and proceeds are not deemed work for hire, Consultant shall be deemed hereby to have assigned to City all of its right, title and interest in such results and proceeds and content to City, without limitation.
- 8.2. All work products (electronically or manually generated), including but not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect all final drawings, and other related products which are prepared in the performance of this Contract, are the property of the City and are to be delivered to the City on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to the Consultant. The City shall retain ownership of these original works. If approved in writing by the City, the Consultant may retain the originals and supply the City with reproducible copies of the work.

## **9. CONFLICT OF INTEREST**

- 9.1. The Consultant agrees to promptly disclose any and all financial and/or economic interest in the property, or any property affected by the work, or the Project itself other than as set forth herein, existing prior to the execution of this Contract. Further, the Consultant agrees to promptly disclose any financial or economic interest in the Project property or any property affected by the work, if the Consultant gains such interest during the course of this Contract.
- 9.2. If the Consultant gains any financial or economic interest in the Project during the course of this Contract, this may be grounds for terminating this Contract at the sole discretion of the City.
- 9.3. The Consultant shall not engage the services on this Contract of any present or former City employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract.
- 9.4. The Consultant agrees that it shall not perform services on this Project for any other contractor, subcontractor, or any supplier, other than the City. In addition, Consultant shall not negotiate, contract, or make any agreement with a contractor,

subcontractor, or any supplier with regard to any of the work under this Contract, or any services, equipment or facilities to be used on this Project other than with the City.

#### **10. COVENANT AGAINST CONTINGENT FEES**

The Consultant affirms that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this clause, the City may terminate this Contract without liability, or in its discretion may deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

#### **11. INDEMNIFICATION**

To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, liability and/or expenses, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Consultant, its agents, employees, or any other person for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Consultant may be deemed legally liable in the performance of this Contract, or any breach of the Contract. Consultant's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees shall arise in connection with any and all claims for damage, loss, liability and/or expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of any person or property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, willful acts or professional services rendered in the performance of this Contract. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

#### **12. DISPUTE RESOLUTION**

In the event of a dispute concerning or in any way connected to the Contract or subject Project, the parties agree that the unsuccessful party shall pay to the prevailing party a reasonable sum for attorneys' fees, including taxable and non-taxable costs, fees, costs and disbursements of experts, professionals, paralegals, whether at trial, appeal and/or in bankruptcy court, all of which will be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. In addition, should the City retain and/or utilize legal counsel as a result of a breach by Consultant of any term, covenant or provision of this Contract, in addition to paying any recovery owed to City and/or performing any obligation remaining to be performed, in order to fully cure such breach or default, Consultant shall reimburse the City for reasonable attorneys' fees, taxable and non-taxable costs and disbursements, incurred by the City in enforcing the Consultant's obligations, whether or not a legal action is commenced, including but not limited to the cost of preparing and presenting default notices, demand letters and similar non-

judicial enforcement activities.

### **13. ADDITIONAL SERVICES**

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by the Consultant without prior written authorization from the City, at the City's sole discretion. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between the City and the Consultant.

### **14. PROHIBITION ON ASSIGNMENT**

This Contract and all duties and obligations of Consultant set forth in this Contract shall not be assignable except by prior written consent of the City, and such prohibition shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the Consultant.

### **15. MISCELLANEOUS PROVISIONS**

- 15.1. The Consultant covenants for itself, its employees, agents, assigns and all persons claiming under or through it, that it shall comply with all applicable federal, state, and local laws and ordinances at the time of execution of this Contract and shall not discriminate against or segregate any person or group of persons any person on account of race, color, religion, gender, marital status, sexual orientation, national origin, ancestry, age, physical handicap or medical condition in the performance of this Contract and shall comply with the terms and intent of all applicable federal, state and local governance concerning nondiscrimination.

In addition, Consultant covenants that it will comply with any and all governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and all applicable safety laws, rules and regulations, including but not limited to the Fair Labor Standards Act, the Walsh Healey Act, the Fair and Legal Employment Act and Arizona law concerning employment practices and working conditions. Consultant shall indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

The Consultant further agrees to include the foregoing provisions in any and all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Contract.

- 15.2. This Contract shall be in full force and effect only when it has been approved by the City Council of the City of Tempe, Arizona and when executed by the duly authorized City officials and the duly authorized agent of the Consultant.
- 15.3. This Contract shall be governed and interpreted by the laws of the State of Arizona.

- 15.4. All Exhibits attached to this Contract are made a part of and are incorporated into, this Contract. If any inconsistencies exist between this Contract and any Exhibit hereto, the terms of this Contract shall govern.
- 15.5. Any prevention, delay or stoppage of this Project for a cause beyond the reasonable control of Consultant due to acts of God, acts of war or terrorism, fire or other casualty, shall, notwithstanding anything to the contrary contained herein, excuse the performance of Consultant, for a period equal to such prevention, delay or stoppage. For purposes of this Section 15.5, a cause shall not be deemed beyond a party's control if it is within the control of such party's agents, employees, assigns, contractors or subcontractors.
- 15.6. This Contract contains all of the agreements of the parties with respect to the Project and related matters, and no prior agreement, negotiations, postings, offerings, or understanding pertaining to any such matter shall be effective for any purpose unless expressly contained herein.
- 15.7. Consultant hereby warrants and represents that it is an Arizona limited liability company, licensed to do business in the state of Arizona and currently in good standing, and that it is not now in violation of any agreement, instrument, contract, law, rule or regulation by which Consultant is bound.
- 15.8. Nothing contained in this Contract shall be deemed or construed by the parties hereto or otherwise, to create the relationship of principal and agent, partnership, joint venturer, employer and employee, or any association between City and Consultant. Consultant is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Consultant hereunder or for any and all services or materials provided by or rendered to Consultant hereunder in connection with the work set forth in this Contract.
- 15.9. If any provision of this Contract shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and every other term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
- 15.10. Time is of the essence in this Contract and each and every provision herein, except as may expressly be provided in writing by the City.
- 15.11. No breach or default hereunder shall be deemed to have been waived the City, except by a writing to that effect signed on behalf of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after written notice thereof and demand by the City for strict performance of this Contract. Acceptance of

partial or delinquent payments or performance shall not constitute the waiver of any right of the City.

[SIGNATURE PAGE TO FOLLOW]

The Consultant warrants that the person who is signing this Contract on behalf of the Consultant is authorized to do so and to execute all other documents necessary to carry out the terms of this Contract.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF TEMPE, ARIZONA

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Public Works Manager

ATTEST:

Recommended By:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Deputy PW Manager/City Engineer

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CONSULTANT  
Wilson Engineers

By: \_\_\_\_\_  
Name

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Federal I.D. No. /Social Security No.

Certified to be a true and exact copy.

\_\_\_\_\_  
Karen M. Fillmore  
Records Specialist

**City of Tempe****Kyrene Screen Building Odor Control Modifications and Gallery Ladder Design Project****Scope of Services****05/13/2008**

The City of Tempe requested that Wilson Engineers determine what it would take to add an additional odor control inlet in the Screen Building (at or below the finished floor) and increase the total air flow from the Screen Building. In response, the attached sketches were prepared that outlined a plan to add an additional 16" inlet to the head space in the screen inlet channel below the finished floor and to upsize the existing 16" line from the large collection piping south of the EQ Basin to the Screen Building to a 24" line. These proposed changes would allow for approximately 25% increase in air flow from the Screen Building as well as give some additional flexibility to draw some of that air from below the finished floor. This proposal does not include increasing the capacity of the Odor Control Scrubbers therefore; this additional air flow from the Screens Building would need to be off-set with a reduced air flow from other parts of the system. In addition to the Odor control Piping Modifications, the City of Tempe also requested Wilson Engineers to design an emergency exit ladder from either Gallery 1 or Gallery 2. A walk through with the City of Tempe Operations Staff and Engineering Staff was conducted on May 5<sup>th</sup> '07 the preferred location for the emergency ladder was identified at the intersection of Galleries 1 and 2 and utilizes an existing opening adjacent to the Aeration Basin Splitter Structure. Additionally, the City of Tempe has desires to replace the existing grating over the Screens Building Channels with solid type of covers (diamond plate with hinges).

As requested by the City of Tempe, Wilson Engineers has prepared this proposal for the design of modifications to the Screen Building odor control modifications, emergency ladder design, and modifications to the Screens Building Channel Covers as outlined above and shown on the attached sketches. The following major items are assumed to be included in the design:

- Approximately 80 LF of new odor control piping.
- New odor control piping damper.
- Removal and Replacement of existing site improvements including: landscaping and a sidewalk.
- Rebalancing of the air flows for the entire odor control system will be required but have not been included here as it was assumed the City would contract with a firm directly for this work.
- Prepare sketches of the emergency ladder design for City review prior to beginning the detailed design.
- Emergency Ladder Specifications and any structural modifications required to install the emergency ladder.
- Detailed design showing the removal of existing grating and replacement of these covers with hatch type of covers.

The engineering services to be provided under this Contract are as follows:

#### **TASK 1.0 PRELIMINARY DESIGN**

**Subtask 1.1 Data Collection and Review.** Collect and review available information pertaining to existing and planned facilities:

- Existing Kyrene Reclamation Facility Expansion Project As-Builts
- Existing Kyrene Reclamation Facility Expansion Project Odor Control Piping Calculations

A detailed survey is not anticipated to be necessary for this project. The base sheets for the drawings will be from existing available Kyrene Reclamation Facility Expansion Project drawings.

#### **TASK 2.0 CONSTRUCTION DOCUMENT PREPARATION**

**Subtask 2.1 Preparation of 30% Plans (Conceptual Design Plans).** Prepare 11x17 figures, single line plans, and assemble vendor cut sheets as required to communicate design intent and alternatives for review by agency. Six (6) copies of the Conceptual Design Plans will be submitted for review.

**Subtask 2.2 Preparation of 90% Plans (Agency Review Set).** Prepare preliminary (90%) construction documents including plans and a construction cost estimate for the project. The construction documents will incorporate by reference the applicable specifications from the Kyrene Reclamation Facility Expansion Project. Six (6) copies of 24" by 36" prints of the 90 percent plans will be submitted for review.

**Subtask 2.3 Preparation of 100% Plans.** The final 100% plans will be prepared incorporating all comments received from the City. One (1) reproducible set of 24" by 36" Mylar plans will be prepared to produce the construction sets.

#### **TASK 3.0 PERMITTING SERVICES/COORDINATION**

**Subtask 3.1 City of Tempe Building Permit.** The Engineer will complete and submit the required City permit applications for approval. This task also includes coordination with the City of Tempe's Safety group to obtain their approval of the emergency ladder concept and the design.

#### **TASK 4.0 CONSTRUCTION COORDINATION**

**Subtask 4.1 Review Submittals.** The Engineer will review Shop Drawing submittals on the equipment to be furnished.



***Subtask 4.2 Site Visits.*** The Engineer will perform weekly site visits during the construction to monitor the construction progress.

***Subtask 4.3 Questions During Construction.*** Receive and respond to contractors questions regarding the plans and specifications during the construction phase.

***Subtask 4.4 Start-Up Assistance.*** The Engineer will provide assistance during the initial start up of the new facilities.

***END SCOPE OF SERVICES***

**CITY OF TEMPE**  
**KYRENE SCREEN BUILDING ODOR CONTROL MODIFICATIONS AND GALLERY LADDER DESIGN PROJECT**  
**FEE PROPOSAL**  
**05/13/2008**

**I. LABOR SUMMARY**

Task	Task Description	Principal E-8 \$ 195.00	Project Manager E-5 \$ 145.00	Project Engineer E-4 \$ 120.00	Senior Technician T-4 \$ 75.00	Admin. A-4 \$ 70.00	Total Hours	Total Fee
Lump Sum	<b>Task 1.0 - Preliminary Design and Development</b>							
	1.1 Data Collection		4	12			16	\$ 2,020
	Subtotal	0	4	12	0	0	16	\$ 2,020
	<b>Task 2.0 - Construction Document Preparation</b>							
	2.1 30% Submittal	0	2	4	0	0	0	\$ 770
	2.1 90% Construction Document Submittal	4	14	56	40	16	130	\$ 13,650
	2.2 100% Final Submittal		8	24	24	8	64	\$ 6,400
	Subtotal	4	24	84	64	24	194	\$ 20,820
	<b>Task 3.0 - Permitting/Coordination</b>							
	3.1 City of Tempe		4	12	8		24	\$ 2,620
	Subtotal	0	4	12	8	0	24	\$ 2,620
N.T.E.	<b>Task 4.0 - Construction Coordination (HOURLY RATE NOT TO EXCEED)</b>							
	4.1 Review Submittals		2	36		1	39	\$ 4,680
	4.2 Site Visits		4	48			52	\$ 6,340
	4.3 RFI's		4	32			36	\$ 4,420
	4.4 Start-Up		2	8			10	\$ 1,250
	Subtotal	0	12	124	0	1	137	\$ 16,690
<b>Subtotal - Labor</b>		4	44	232	72	25	371	\$ 42,150

**II. EXPENSE SUMMARY**

No.	Expense Description	Unit	Total Units	Cost / Unit	Total
Allowance	1.0 Misc. Printing (Reports, Final Mylars)	Lump Sum	1	\$ 250	\$ 250
	2.0 Structural Design	Lump Sum	1	\$ 2,500	\$ 2,500
	<b>SUBTOTAL - EXPENSE SUMMARY</b>				\$ 2,750

**III. TOTAL FEE**

Item	Description	Amount
I.	DESIGN AND PERMITTING (Lump Sum)	\$ 25,460
II.	CONSTRUCTION COORDINATION (Hourly Not To Exceed)	\$ 16,690
III.	EXPENSE SUMMARY (Allowance)	\$ 2,750
<b>TOTAL FEE PROPOSAL</b>		\$ 44,900

PAB

CITY OF TEMPE  
TEMPE, ARIZONA  
DEPARTMENT OF PUBLIC WORKS

AFFIDAVIT OF GENERAL CONTRACTOR / PRIME CONSULTANT  
REGARDING  
HEALTH INSURANCE

\_\_\_\_\_,  
Arizona

Date \_\_\_\_\_

**Kyrene Water Reclamation Plant Safety Improvements  
Project No. 3202882**

I hereby certify that \_\_\_\_\_ (name of company) currently has, and all of its major subcontractors/subconsultants, defined as doing work in excess of \$30,000.00, will have, during the course of this contract, health insurance for all employees working on this project and will offer health insurance coverage to eligible dependents of such employees, as defined in the accompanying Guidelines. The company's health insurance is as follows:

Name of Insurance Company: \_\_\_\_\_

Type of Insurance (PPO, HMO, POS, INDEMNITY): \_\_\_\_\_

Policy No.: \_\_\_\_\_

Policy Effective Date (MM/DD/YY): \_\_\_\_\_

Policy Expiration Date (MM/DD/YY): \_\_\_\_\_

Signed and dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
General Contractor/Prime Consultant

By: \_\_\_\_\_

STATE OF ARIZONA            )  
  ) ss  
COUNTY OF MARICOPA        )

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

## **City of Tempe**

### **Guidelines for Implementation of Health Insurance**

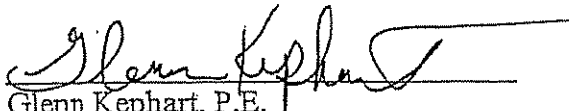
These Guidelines are provided for purposes of implementing Resolution No. 2000.73, which requires all employees of prime consultants, general contractors and major subconsultants and subcontractors to have health insurance and to offer health insurance to their eligible dependants, as determined at the start of each project. Questions regarding these guidelines should be directed to the City of Tempe Engineering Division at (480) 350-8200.

1. All Prime Consultants who enter into a Public Works contract or General Contractors who bid on Public Works projects that are advertised for bid and enter into a contract in excess of \$30,000 with the City of Tempe after January 1, 2001, are required to sign an affidavit in the form attached hereto. The prime consultant or general contractor shall require that all major subconsultants or subcontractors, defined as entities doing work in excess of \$30,000, comply with the health insurance requirements. In signing the affidavit, prime consultants and general contractors may refer to and rely upon these Guidelines for interpretation.
2. Health insurance is required for permanent employees who work for the consultant/contractor more than one hundred and twenty (120) days in any calendar year. A "work day" consists of any time within a twenty-four hour period, regardless of number of hours, that the individual is paid. This requirement excludes students working part-time who are enrolled in a recognized educational institution. Many companies have a grace period or a qualifying period prior to commencement of insurance coverage, which is acceptable so long as the employee coverage begins by the 120<sup>th</sup> day of contract signing. Temporary employees will be covered to the same extent as the City of Tempe covers temporary employees as determined at the start of each project.
3. If a contractor is a "Union" shop and withholds union dues from employees for health insurance coverage that is also offered to their eligible dependents and meets all City requirements, the Contractor may so note on the required affidavit.
4. The health insurance requirements herein apply to all employees that are directly involved with the City of Tempe project including support and administrative personnel.
5. Health insurance coverage must be maintained during the entire time of the contract, including any warranty periods, with the City.
6. All complaints concerning violations of the health insurance requirements shall be filed by an employee, in writing, with the Public Works Department, within thirty (30) days from discovery of the violation. An administrative hearing will be held before the Public Works Manager, and a written decision of findings will be provided to the parties to the hearing within ten (10) days thereafter. Appeal from the decision

of the Public Works Manager may be made within ten (10) days of the date of the decision by filing a notice of appeal in writing with the Public Works Department. If an appeal is timely filed, an administrative hearing will be held before an administrative hearing officer appointed by the City Manager. The decision of the administrative hearing officer shall be final.

7. In the event of a finding by the City of a violation of the insurance provisions, the company in violation of the provision shall be barred from bidding on, or entering into, any public works contract with the City for a minimum period of three (3) years.
8. All consultants and contractors subject to the health insurance requirements shall post, in English and Spanish, notice of the health insurance requirements at their office and at the job site. Signs for posting will be provided by the City.

These "Guidelines for Implementation of Health Insurance", issued and dated this 21st day of August, 2002, hereby amend all guidelines previously issued.

  
Glenn Kephart, P.E.  
Public Works Manager